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**PATENT**  
**6057-27400**

**THE UNITED STATES PATENT AND TRADEMARK OFFICE**

First Named Inventor: Anatoly Weiser

Application Number: 10/698,297

Filing Date: 10-31-2003


Title of Invention: Sound-activated  
recording, transmission, and playback

Atty. Dkt. No: 6057-27400

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450, on the date indicated below.

B. Noël Kivlin

Printed Name

 2-23-07

Signature

Date

**TRANSMITTAL OF POWER OF ATTORNEY AND  
NOTICE OF CHANGE OF ADDRESS**

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

Please find attached a Power of Attorney with regard to the above-identified patent application. Applicant respectfully requests the Commissioner to change the correspondence address for the above-identified patent application. The old correspondence address was:

Anatoly S. Weiser  
3525 Del Mar Heights Road, #295  
San Diego CA 92130

The new correspondence address is:

B. Noël Kivlin  
Meyertons, Hood, Kivlin, Kowert & Goetzl, P.C.  
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If there are any questions regarding this matter, please contact me at the telephone number provided below.

Respectfully submitted,



B. Noël Kivlin  
Reg. No. 33,929  
ATTORNEY FOR APPLICANTS

Meyertons, Hood, Kivlin, Kowert & Goetzel, P.C.

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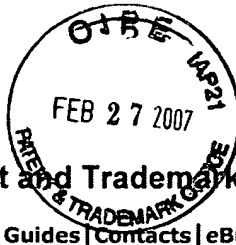
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## Patent Assignment Abstract of Title

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## Total Assignments: 1

Patent #: NONE

Issue Dt:

Application #: 10698297 Filing Dt: 10/31/2003

Publication #: [US20050096764](#) Pub Dt: 05/05/2005

Inventor: Anatoly S. Weiser

Title: Sound-activated recording, transmission, and playback

## Assignment: 1

Reel/Frame: [018588/0410](#)

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Pages: 5

Conveyance: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

Assignor: [WEISER, ANATOLY S.](#)

Exec Dt: 07/21/2006

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## POWER OF ATTORNEY

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Fresh Take Technology Limited Liability Company, ("Assignee"), a Delaware corporation having a place of business at 2711 Centerville Road, Suite 400, Wilmington, DE 19808, certifies that to the best of assignee's knowledge and belief it is the assignee of the entire right, title, and interest in and to the patent(s) and/or patent application(s) listed in Appendix A and represents that the undersigned is a representative authorized and empowered to sign on behalf of the assignee.

Assignee has reviewed the assignment documents that evidence the placement of title in the assignee, true and correct copies of which are attached hereto, and understands and believes that these assignment documents have been submitted for recordation in the U.S. Patent and Trademark Office.

Pursuant to 37 C.F.R. §§1.36 and 3.71, the assignee hereby revokes all powers of attorney previously given and appoints the following attorneys and/or agents in connection with the patent applications and patents identified in Appendix A, that are filed with the United States Patent and Trademark Office:

the practitioners at Customer Number 35690, and

Mark K. Brightwell	Reg. No. 47,446	Lawrence J. Merkel	Reg. No. 41,191
Kay A. Colapret	Reg. No. 52,759	Eric B. Meyertons	Reg. No. 34,876
Stephen J. Curran	Reg. No. 50,664	Dean M. Munyon	Reg. No. 42,914
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Jeffrey C. Hood	Reg. No. 35,198	Rory D. Rankin	Reg. No. 47,884
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B. Noël Kivlin	Reg. No. 33,929	Chris Thompson	Reg. No. 43,188
Robert C. Kowert	Reg. No. 39,255	Mark S. Williams	Reg. No. 50,658
Mario J. Lewin	Reg. No. 54,268	Martin R. Wojcik	Reg. No. 57,577

*each of said attorneys or agents being a member or an associate of the firm of Meyertons, Hood, Kivlin, Kowert & Goetzel, P.C., as its attorney or agent for so long as they remain with such firm, to prosecute the application, to make alterations and amendments therein, to transact all business in the Patent and Trademark Office in connection therewith, and to receive any Letters Patent, and for one year after issuance of such Letters Patent to file any request for a certificate of correction that may be deemed appropriate.*

Pursuant to 37 C.F.R. §3.71, the assignee hereby states that prosecution of the above-referenced patent application is to be conducted to the exclusion of the inventor(s).

Send all future correspondence to:

B. Noël Kivlin  
Meyertons, Hood, Kivlin, Kowert & Goetzel, P.C.  
P.O. Box 398  
Austin, Texas 78767-0398  
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Assignee of Interest

Fresh Take Technology Limited Liability Company  
2711 Centerville Road, Suite 400  
Wilmington, DE 19808

Dated: 9/19/2006

By: 

Name: Andy Walton

Title: Authorized Person

# APPENDIX A

MHKKG Ref	Filing Date	Serial No.	Title	Inventor(s)
6057-27400	10/31/2003	10/698,297	Sound-activated recording, transmission and playback.	Anatoly S. Weiser

## ASSIGNMENT OF PATENT RIGHTS

For good and valuable consideration, the receipt of which is hereby acknowledged, Anatoly S. Weiser, an individual residing at 13357 Benchley Road, San Diego, CA 92130, ("*Assignor*"), does hereby sell, assign, transfer, and convey unto Fresh Take Technology Limited Liability Company, a Delaware limited liability company, with an office at 2711 Centerville Road, Suite 400, Wilmington, DE 19808 ("*Assignee*"), or its designees, all right, title, and interest that exist today and may exist in the future in and to any and all of the following (collectively, the "*Patent Rights*"):

(a) the provisional patent applications, patent applications and patents listed in the table below (the "*Patents*");

(b) all patents and patent applications (i) to which any of the Patents directly or indirectly claims priority, (ii) for which any of the Patents directly or indirectly forms a basis for priority, and/or (iii) that directly or indirectly incorporate by reference the Patents or are directly or indirectly incorporated by reference by the Patents;

(c) all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, registrations of any item in any of the foregoing categories (a) and (b);

(d) all foreign patents, patent applications, and counterparts relating to any item in any of the foregoing categories (a) through (c), including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances;

(e) all items in any of the foregoing in categories (b) through (d), whether or not expressly listed as Patents below and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like;

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(h) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the

Patents and/or any item in any of the foregoing categories (b) through (g), including, without limitation, all causes of action and other enforcement rights for

- (i) damages,
- (ii) injunctive relief, and
- (iii) any other remedies of any kind

for past, current, and future infringement; and

(i) all rights to collect royalties and other payments under or on account of any of the Patents and/or any item in any of the foregoing categories (b) through (h).

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
10/698,297	US	10/31/2003	Sound-activated recording, transmission, and playback;  Anatoly S. Weiser

Assignor represents, warrants and covenants that:

(1) Assignor has the full power and authority, and has obtained all third party consents, approvals and/or other authorizations required to enter into this Agreement and to carry out its obligations hereunder, including the assignment of the Patent Rights to Assignee; and

(2) Assignor owns, and by this document assigns to Assignee, all right, title, and interest to the Patent Rights, including, without limitation, all right, title, and interest to sue for infringement of the Patent Rights. Assignor has obtained and properly recorded previously executed assignments for the Patent Rights as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction. The Patent Rights are free and clear of all liens, claims, mortgages, security interests or other encumbrances, and restrictions. There are no actions, suits, investigations, claims or proceedings threatened, pending or in progress relating in any way to the Patent Rights. There are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Patent Rights.

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

Assignor will, at the reasonable request of Assignee and without demanding any further consideration therefor, do all things necessary, proper, or advisable, including without limitation, the execution, acknowledgment, and recordation of specific assignments, oaths,

declarations, and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights. Such assistance will include providing, and obtaining from the respective inventors, prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, powers of attorney, specifications, declarations or other papers, and other assistance reasonably necessary for filing patent applications, complying with any duty of disclosure, and conducting prosecution, reexamination, reissue, interference or other priority proceedings, opposition proceedings, cancellation proceedings, public use proceedings, infringement or other court actions and the like with respect to the Patent Rights. With prior written approval by Assignee, Assignee will pay Assignor's reasonable costs and expenses.

The terms and conditions of this Assignment of Patent Rights will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at JULY 21,  
on 2006.

ASSIGNOR:

Anatoly S. Weiser  
(Anatoly S. Weiser, Signature MUST be notarized)

STATE OF California )  
COUNTY OF San Diego ) ss.

On 21 July 2006, before me, J. Archambault,  
Notary Public in and for said State, personally appeared Anatoly S. Weiser,  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the  
person whose name is subscribed to the within instrument and acknowledged to me that  
he/~~she~~ executed the same in his/~~her~~ authorized capacity, and that by his/~~her~~ signature on the  
instrument the person, or the entity upon behalf of which the person acted, executed the  
instrument.

WITNESS my hand and official seal.

Signature J. Archambault

